

## **Amendment 140**

### **Contract No. 229944**

#### **To the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System**

This Amendment 140 to the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System is entered into this 3<sup>rd</sup> day of May, 2011, by and between ERG Transit Systems (USA) Inc, a California corporation and wholly owned subsidiary of Vix-ERG Limited, an Australian corporation, (hereinafter referred to as the "Contractor") and each of the following seven public transportation agencies (hereinafter referred to individually as an "Agency" or collectively as the "Agencies"):

1. Central Puget Sound Regional Transit Authority ("Sound Transit")
2. King County ("King County")
3. Kitsap County Public Transportation Benefit Area ("Kitsap Transit")
4. Pierce County Public Transportation Benefit Area ("Pierce Transit")
5. Snohomish County Public Transportation Benefit Area ("Community Transit")
6. City of Everett ("Everett")
7. State of Washington, acting through the Washington State Department of Transportation, Washington State Ferries Division ("WSF")

#### **Recitals**

- A. Effective April 29, 2003, each of the Agencies and the Contractor entered into Contract #229944 ("Contract") to implement a Regional Fare Coordination System ("RFC System") to establish a common fare system utilizing smart card technology. The Contractor is responsible for the development, implementation, operation and maintenance of the RFC System as specified in the Contract.
- B. The Agencies and the Contractor desire to amend Section VI of Exhibit 9, Price Schedule Special Programs, to compensate the Contractor to perform the Preliminary Analysis necessary to propose a solution for ORCA fare payment on-board streetcars operated by King County Metro (KCM). This work is performed per RFCS-RFI-631 *Streetcar On-board ORCA Fare Payment* (per the Agencies' response dated March 18, 2011).
- C. The Parties agree that the Work necessary to perform the Preliminary Analysis will be compensated as follows.

## **Agreement**

### **Section 1.0 Description of Work**

1.1 The Contractor will perform the Preliminary Analysis which will include:

- (a) Schedule a minimum of two meetings with the Agencies to elaborate the requirements submitted in the RFI. Additional meetings will be scheduled if further clarification is needed.
- (b) Identify device(s) compatible with the on-board fare payment requirements. These devices may be new to the RFCS system.
- (c) Review business rules, fare payment scenarios and the impact on reporting.

1.2 The Contractor will present a written response to the Agencies that will include the following deliverables:

- (a) Identification of compatible device(s), including a product specification for the device, capabilities, known constraints, availability and cost information
- (b) A solution proposal for any development required to support the devices, business rules, fare payment or reporting.
- (c) A list of configurable items that will be modified or added for the proposed change
- (d) A discussion of potential impact to networking and responsibilities for each Agency
- (e) A detailed cost estimate for the solution and an initial schedule impact
- (f) In the event alternate solutions are possible, particularly for devices, each option will be presented with cost and schedule impacts.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties hereby agree to amend the Contract as follows:

**Section 2.0 Compensation Changes**

Section VI (Implementation) of Exhibit 9, Price Schedule, is hereby amended to read as follows:

**VI. IMPLEMENTATION**

**SPECIAL PROGRAMS**

<b>LUMP SUM COST</b>
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To perform Preliminary Analysis for KCM to develop a solution for ORCA fare payment on board its streetcars.	
<b>TOTAL</b>	<b>\$30,271</b>

### Section 3.0 Other Terms and Conditions

All other provisions of the Contract not referenced in this Amendment One Hundred and Forty shall remain in effect.

IN WITNESS WHEREOF, authorized representative of the Agencies and the Contractor have signed their names in the spaces provided below.

#### ERG Transit Systems (USA) Inc.

By: \_\_\_\_\_

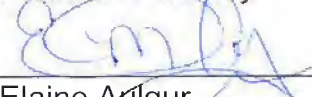
Its: \_\_\_\_\_

Date: \_\_\_\_\_

#### The Agencies


By: Candace Carlson  
Their: ORCA Operations Manager  
On behalf of the Agencies  
Date: May 3, 2011

Signed by ERG Transit Systems (USA) Inc by its attorney Elaine Aulgur pursuant to Power of Attorney dated 18 June 2010:

  
Elaine Aulgur

02 May 11  
Date

In the presence of:

  
Witness Signature

02-MAY-11  
Date

Witness name: PATTY HAZARD